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[Cont'd on next page]

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

USB Technologies, LLC, a California
 limited liability company,

 Plaintiff,

 v.

 Sanho Corporation, a Delaware
 corporation, and DOES 1 through 5,
 Inclusive,

 Defendants.

Case No. 2:15-cv-04735-BRO-GJS

[Hon. Beverly Reid O'Connell]
 MASTER CASE

**STIPULATED PROTECTIVE
 ORDER**

“ALL CASES”

AND RELATED CASES

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16 Smart IT USA LLC

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business, financial or technical information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a

1 protective order for such information is justified in this matter. It is the intent of the
2 parties that information will not be designated as confidential for tactical reasons
3 and that nothing be so designated without a good faith belief that it has been
4 maintained in a confidential, non-public manner, and there is good cause why it
5 should not be part of the public record of this case.

6
7 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

8 The parties further acknowledge, as set forth in Section 12.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information
10 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
11 and the standards that will be applied when a party seeks permission from the court
12 to file material under seal.

13 There is a strong presumption that the public has a right of access to judicial
14 proceedings and records in civil cases. In connection with non-dispositive motions,
15 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
16 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
17 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
18 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
19 require good cause showing), and a specific showing of good cause or compelling
20 reasons with proper evidentiary support and legal justification, must be made with
21 respect to Protected Material that a party seeks to file under seal. The parties' mere
22 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
23 without the submission of competent evidence by declaration, establishing that the
24 material sought to be filed under seal qualifies as confidential, privileged, or
25 otherwise protectable—constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or trial, then
27 compelling reasons, not only good cause, for the sealing must be shown, and the
28 relief sought shall be narrowly tailored to serve the specific interest to be protected.

1 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
 2 each item or type of information, document, or thing sought to be filed or introduced
 3 under seal in connection with a dispositive motion or trial, the party seeking
 4 protection must articulate compelling reasons, supported by specific facts and legal
 5 justification, for the requested sealing order. Again, competent evidence supporting
 6 the application to file documents under seal must be provided by declaration.

7 Any document that is not confidential, privileged, or otherwise protectable in
 8 its entirety will not be filed under seal if the confidential portions can be redacted.
 9 If documents can be redacted, then a redacted version for public viewing, omitting
 10 only the confidential, privileged, or otherwise protectable portions of the document,
 11 shall be filed. Any application that seeks to file documents under seal in their
 12 entirety should include an explanation of why redaction is not feasible.

13 14 2. DEFINITIONS

15 2.1 Action: Case No. 2:15-cv-04735-BRO-GJS [Master Case]

16 2.2 Challenging Party: a Party or Non-Party that challenges the
 17 designation of information or items under this Order.

18 2.3 "CONFIDENTIAL" or "ATTORNEYS EYES ONLY" Information or
 19 Items: information (regardless of how it is generated, stored or maintained) or
 20 tangible things that qualify for protection under Federal Rule of Civil Procedure
 21 26(c), and as specified above in the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
 23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or
 25 items that it produces in disclosures or in responses to discovery as
 26 "CONFIDENTIAL" or "ATTORNEYS EYES ONLY."

27 2.6 Disclosure or Discovery Material: all items or information, regardless
 28

1 of the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things), that are produced or
3 generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as
6 an expert witness or as a consultant in this Action.

7 2.8 In-House Counsel: attorneys who are employees of a party to this
8 Action. In-House Counsel does not include Outside Counsel of Record or any other
9 outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association or
11 other legal entity not named as a Party to this action or any of the cases consolidated
12 under this action, except for any Party that has opted into the Stay pursuant to the
13 Court's order (Dkt. No. 50) (i.e., such a Party is a Non-Party for purposes of this
14 definition).

15 2.10 Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action and
17 have appeared in this Action on behalf of that party or are affiliated with a law firm
18 that has appeared on behalf of that party, and includes support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4
5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the
12 trial judge. This Order does not govern the use of Protected Material at trial.

13
14 4. DURATION

15 Once a case proceeds to trial, information that was designated as
16 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
17 as an exhibit at trial becomes public and will be presumptively available to all
18 members of the public, including the press, unless compelling reasons supported by
19 specific factual findings to proceed otherwise are made to the trial judge in advance
20 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
21 showing for sealing documents produced in discovery from “compelling reasons”
22 standard when merits-related documents are part of court record). Accordingly, the
23 terms of this protective order do not extend beyond the commencement of the trial.

24
25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.
27 Each Party or Non-Party that designates information or items for protection under
28 this Order must take care to limit any such designation to specific material that

1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items or oral or written
3 communications that qualify so that other portions of the material, documents, items
4 or communications for which protection is not warranted are not swept unjustifiably
5 within the ambit of this Order.

6 Mass, indiscriminate or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber the case development process or to impose
9 unnecessary expenses and burdens on other parties) may expose the Designating
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" or "ATTORNEYS EYES ONLY" to each page that contains
24 protected material. If only a portion of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portion(s)
26 (e.g., by making appropriate markings in the margins).

27 A Party or Non-Party that makes original documents available for inspection
28 need not designate them for protection until after the inspecting Party has indicated

which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “ATTORNEYS EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the legend “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” to each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL” or “ATTORNEYS EYES ONLY.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be on
6 the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a
20 Receiving Party must comply with the provisions of section 13 below (FINAL
21 DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location and in a secure manner that ensures that access is limited to the persons
24 authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27 Receiving Party may disclose any information or item designated
28 "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of "ATTORNEYS EYES ONLY" Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating

1 Party, a Receiving Party may disclose any information or item designated
 2 “ATTORNEYS EYES ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 4 well as employees of said Outside Counsel of Record to whom it is reasonably
 5 necessary to disclose the information for this Action;

6 (b) Experts (as defined in this Order) of the Receiving Party to whom
 7 disclosure is reasonably necessary for this Action and who have signed the
 8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (c) the court and its personnel;

10 (d) court reporters and their staff;

11 (e) professional jury or trial consultants, mock jurors, and Professional
 12 Vendors to whom disclosure is reasonably necessary for this Action and who have
 13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (f) the author or recipient of a document containing the information or a
 15 custodian or other person who otherwise possessed or knew the information; and

16 (g) any mediator or settlement officer, and their supporting personnel,
 17 mutually agreed upon by any of the parties engaged in settlement discussions.

18
 19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 20 IN OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation
 22 that compels disclosure of any information or items designated in this Action as
 23 “CONFIDENTIAL” or “ATTORNEYS EYES ONLY,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification
 25 shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order
 27 to issue in the other litigation that some or all of the material covered by the
 28 subpoena or order is subject to this Protective Order. Such notification shall include

1 a copy of this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be
3 pursued by the Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served with
5 the subpoena or court order shall not produce any information designated in this
6 action as “CONFIDENTIAL” or “ATTORNEYS EYES ONLY” before a
7 determination by the court from which the subpoena or order issued, unless the
8 Party has obtained the Designating Party’s permission. The Designating Party shall
9 bear the burden and expense of seeking protection in that court of its confidential
10 material and nothing in these provisions should be construed as authorizing or
11 encouraging a Receiving Party in this Action to disobey a lawful directive from
12 another court.

13
14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS
18 EYES ONLY.” Such information produced by Non-Parties in connection with this
19 litigation is protected by the remedies and relief provided by this Order. Nothing in
20 these provisions should be construed as prohibiting a Non-Party from seeking
21 additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-Party
27 that some or all of the information requested is subject to a confidentiality
28 agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
3 procedure may be established in an e-discovery order that provides for production
4 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
5 (e), insofar as the parties reach an agreement on the effect of disclosure of a
6 communication or information covered by the attorney-client privilege or work
7 product protection, the parties may incorporate their agreement in the stipulated
8 protective order submitted to the court.

9
10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order, no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in this
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any
17 ground to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any
19 Protected Material must comply with Local Civil Rule 79-5. Protected Material
20 may only be filed under seal pursuant to a court order authorizing the sealing of the
21 specific Protected Material at issue. If a Party's request to file Protected Material
22 under seal is denied by the court, then the Receiving Party may file the information
23 in the public record unless otherwise instructed by the court.

24
25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60
27 days of a written request by the Designating Party, each Receiving Party must return
28 all Protected Material to the Producing Party or destroy such material. As used in

1 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
2 summaries, and any other format reproducing or capturing any of the Protected
3 Material. Whether the Protected Material is returned or destroyed, the Receiving
4 Party must submit a written certification to the Producing Party (and, if not the same
5 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
6 (by category, where appropriate) all the Protected Material that was returned or
7 destroyed and (2) affirms that the Receiving Party has not retained any copies,
8 abstracts, compilations, summaries or any other format reproducing or capturing any
9 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
10 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
12 reports, attorney work product, and consultant and expert work product, even if such
13 materials contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Protective Order as set forth in
15 Section 4 (DURATION).

16
17 **14. VIOLATION**

18 Any violation of this Order may be punished by appropriate measures including,
19 without limitation, contempt proceedings and/or monetary sanctions.

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28 ///

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: October 26, 2015

COTMAN IP LAW GROUP, PLC

4 s/ Rasheed M. McWilliams

5 By: _____

Rasheed M. McWilliams

6 Obi I. Iloputaife

7 Attorneys for Plaintiff

8 USB Technologies, LLC

9 DATED: October 26, 2015

ARI LAW P.C.

10 s/Ali A. Aalaei

11 By: _____

12 Ali A. Aalaei, Attorney for Defendants

13 Sanho Corporation, ABT Electronics, Inc.,

Adorama Inc., B&H Foto & Electronics Corp.,

14 Office Depot, Inc., Wal-Mart Stores, Inc., Photo 4

Less Inc., and Mel Pierce Camera

15 DATED: October 26, 2015

LEWIS KOHN & WALKER LLP

LAW OFFICE OF D. JOSHUA STAUB

17 s/Kent M. Walker

18 By: _____

19 Kent M. Walker

20 David Joshua Staub

21 Attorneys for Defendant

Smart IT USA LLC

22
23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 DATED: October 26, 2015

26 

27 _____
28 HON. GAIL J. STANDISH
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of _____ **[insert formal name of the case and the
 number and initials assigned to it by the court]**. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.
 I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.
 I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____